

FINAL IMPLEMENTATION AGREEMENT

BETWEEN

THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

OFFICE OF EARTH SCIENCE

AND

THE NATIONAL POLAR-ORBITING OPERATIONAL ENVIRONMENTAL

SATELLITE SYSTEM INTEGRATED PROGRAM OFFICE

FOR AN

ATMOSPHERIC TEMPERATURE AND HUMIDITY SOUNDING SYSTEM

I. PURPOSE

The Office of Earth Science of the National Aeronautics and Space Administration (NASA) and the National Polar-orbiting Operational Environmental Satellite System Integrated Program Office (NPOESS IPO) hereby agree to enter into a partnership to develop and deploy an atmospheric temperature and humidity sounding system which meets both NPOESS operational requirements and NASA scientific requirements for obtaining atmospheric temperature and moisture profiles. This sounding system includes an infrared sounder and a microwave sounder.

The first flight of the sounding system is planned for the NPOESS Preparatory Project (NPP). NPP is a joint mission of the NASA Earth Science Enterprise and the NPOESS IPO that has been authorized for formulation studies. Subsequent flights of the sounding system will be on NPOESS and possibly the European Meteorological Operational (MetOp) spacecraft.

This Final Implementation Agreement (FIA) fulfills the conditions stipulated in the Initial Implementation Agreement (IIA) dated August 27, 1998 and is undertaken pursuant to Appendix 1 of the "Memorandum of Agreement" between the Department of Commerce, the Department of Defense, and the National Aeronautics and Space Administration for the National Polar-Orbiting Operational Environmental Satellite System, dated May 26, 1995.

II. RESPONSIBILITIES

The NASA and the NPOESS IPO agree to jointly undertake the following responsibilities:

1. The NPOESS IPO is developing the infrared component of this system, known as the Cross-Track Infrared Sounder (CrIS), and will provide all flight models. NASA will conduct the procurement and oversee the development and production of the microwave component, to be known as the Advanced Technology Microwave Sounder (ATMS), through the delivery of the first flight model. NASA will provide the funding through the delivery of the first flight model; recurring costs for subsequent flight models of the ATMS will be borne by the NPOESS IPO.
2. NASA and NPOESS IPO have jointly agreed on ATMS performance parameters that are consistent with operational and scientific requirements, performance milestones to be achieved in the course of first unit development, procurement procedures, and contract terms and conditions for the first and subsequent flight models. These joint requirements are documented in the Performance and Operations Specification (POS) for ATMS, which has been reviewed and approved by both the NPOESS IPO and NASA.
3. NASA administration of the ATMS development contract will terminate on a mutually agreed to date, but no earlier than delivery of the first flight unit. The administration of the ATMS contract for procurement of all subsequent flight units will be the responsibility of the IPO and/or its designated NPOESS prime contractor. The NPOESS IPO assumes the responsibility for funding and producing all the subsequent instruments, with NASA retaining full insight into the procurement process. Design or manufacturing changes, which affect performance parameters, will be agreed upon in advance of contract modification by both partners.
4. Likewise, NASA will continue to have appropriate insight into the evolution of the CrIS to ensure that its performance meets joint operational and scientific sounding requirements. Design or manufacturing changes which affect performance parameters will similarly be agreed to by both partners.

The NPOESS IPO will have full responsibility for integrating the ATMS into the NPOESS spacecraft, coordinating the deployment and integration of the instrument on the European MetOp spacecraft (if applicable) and for supplying data from the infrared and microwave atmospheric sounder system to NASA.

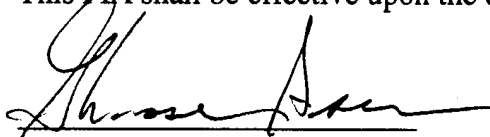
III. FUNDING.

All activities pursuant to this FIA are subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. This FIA is not a funding document, and does not represent the obligation or transfer of funds.

Each party shall support the other in the appropriation process and shall reconsider this agreement should conditions merit.

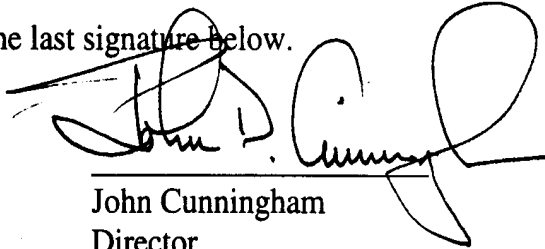
IV. EFFECTIVE DATE

This FIA shall be effective upon the date of the last signature below.



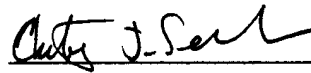
Ghassem Asrar
Associate Administrator
for Earth Science Office

2 August 2000
Date:



John Cunningham
Director,
NPOESS Integrated Program Office

18 July 2000
Date:



Christopher Scolese
Associate Director of Flight Projects
for EOS-G, GSFC

7/27/00
Date: